

2-0032

1972

AFSCME

IN THE MATTER OF FIXING SALARIES :
 OF THE MIDDLESEX COUNTY PRINCIPAL :
 PROBATION OFFICERS I AND II, SENIOR :
 PROBATION OFFICERS AND PROBATION :
 OFFICERS FOR THE CALENDAR YEAR 1972 :

ORDER

Pursuant to the authority of N.J.S.A. 2A:168-8, it is hereby ORDERED that the salaries of the present Principal Probation Officers I and II, Senior Probation Officers and Probation Officers of Middlesex County for the calendar year 1972 shall be as listed below, and shall be paid in the same manner as the salaries of other officers of the County.

<u>Officer</u>	<u>Title</u>	<u>Salary</u>
F. Deegan	Principal Prob. Officer I	\$16,936.00
J. Bonomo	Principal Prob. Officer II	\$15,504.00
W. Coyne	Principal Prob. Officer II	\$15,504.00
B. Dolan	Principal Prob. Officer II	\$15,754.00
J. Kavanaugh	Principal Prob. Officer II	\$14,279.00
A. Paolo	Principal Prob. Officer II	\$15,504.00
C. Anzulewicz	Senior Probation Officer	\$13,325.00
R. Burke	Senior Probation Officer	\$13,325.00
G. Costello	Senior Probation Officer	\$11,096.00
G. Chevalier	Senior Probation Officer	\$11,577.00
L. Goldblatt	Senior Probation Officer	\$11,607.00
I. Hanan	Senior Probation Officer	\$12,180.00
T. Jancola	Senior Probation Officer	\$12,180.00
I. Kornblatt	Senior Probation Officer	\$13,325.00
S. Lindenfeld	Senior Probation Officer	\$12,752.00
J. McKeon, Jr.	Senior Probation Officer	\$11,607.00
L. O'Neill	Senior Probation Officer	\$13,325.00

A. Pellicane	Senior Probation Officer	\$12,430.00
J. Penna	Senior Probation Officer	\$13,325.00
R. Tauber	Senior Probation Officer	\$12,180.00
W. Birardi	Probation Officer	\$ 9,251.00
L. Brunson	Probation Officer	\$ 9,702.00
L. Casagrand	Probation Officer	\$10,663.00
E. Cichorek, Jr.	Probation Officer	\$ 8,600.00
L. Cohen	Probation Officer	\$ 9,702.00
G. Edwards	Probation Officer	\$ 9,702.00
N. Glassman	Probation Officer	\$ 9,251.00
W. Handerman	Probation Officer	\$10,663.00
P. Hill	Probation Officer	\$ 9,251.00
S. T. Huntington	Probation Officer	\$ 9,952.00
R. Kearney	Probation Officer	\$ 9,251.00
B. Kulminski	Probation Officer	\$ 8,800.00
R. Lanes	Probation Officer	\$10,663.00
J. Murray	Probation Officer	\$ 9,251.00
R. Panter	Probation Officer	\$ 8,800.00
W. Pape	Probation Officer	\$ 9,702.00
S. Pellicchia	Probation Officer	\$ 9,702.00
Z. Petrovic	Probation Officer	\$10,183.00
J. Podaszwa	Probation Officer	\$10,183.00
W. Sager	Probation Officer	\$ 9,251.00
E. Schubiger	Probation Officer	\$ 9,702.00
M. Torok	Probation Officer	\$ 8,800.00
S. Walsh	Probation Officer	\$ 8,800.00
G. Wilcenski	Probation Officer	\$ 9,251.00
J. Nolan, Jr.	Probation Officer	\$ 9,251.00
N. Puleio	Probation Officer	\$ 9,251.00
I. Stasiuk	Probation Officer	\$ 9,702.00

M. Kreiger	Probation Officer	\$11,144.00
S. Gillman	Probation Officer	\$ 8,800.00
D. Tomer	Probation Officer	\$11,096.00
W. Bartolone	Probation Officer	\$ 8,600.00
M. Davison	Probation Officer	\$ 8,600.00
E. Ingram	Probation Officer	\$ 8,600.00
J. Rebenold	Probation Officer	\$ 8,600.00
R. Sachs	Probation Officer	\$ 8,600.00
L. Schmidt	Probation Officer	\$ 8,600.00

This Order does not establish the salaries of the Chief Probation Officer or the Assistant Chief Probation Officer of Middlesex County for the calendar year 1972.

Dated November 16, 1972

Theodore Appleby
Theodore Appleby, J.C.C.

John E. Bachman
John E. Bachman, J.C.C.

Joseph P. Deegan, Jr.
Joseph P. Deegan, Jr., J.C.C.

John B. Molineux
John B. Molineux, J.C.C.

Abba S. Schwartz
Abba S. Schwartz, J.C.C.

DuBois S. Thompson
DuBois S. Thompson, J.C.C.

AGREEMENT

THIS agreement made the 10th day of November, 1972, by and between the Judges of the County Court of Middlesex County, New Jersey, and their successors, hereinafter referred to as "Judges," and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #73, Local #2290, hereinafter referred to as the "Union." The parties to this agreement agree to abide by all applicable laws and rules that have the force and effect of law that regulate probation operations, including the prohibition against discrimination based on race, creed, color, religion, sex, national origin, and marital status.

WITNESSETH:

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #73, Local #2290, is the exclusive bargaining representative for the Probation Officers, Senior Probation Officers, and Principal Probation Officers of the Middlesex County Probation Department; and

WHEREAS; the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #73, Local #2290 has been in negotiation pursuant to Chapter 303, Laws of 1968 of the State of New Jersey, with representatives of the Judges concerning salaries and the allocation of funds and fringe benefits; and

WHEREAS, the Judges, and the Union have agreed upon the salary ranges and other fringe benefits and the allocation of other funds for the calendar year 1972.

AND, it is further understood that the prefaces contained herein are deemed part of this agreement, *

NOW, THEREFORE, subject to law as herein provided the parties hereto, in consideration of the mutual promises, covenants, and agreements contained herein, do hereby promise, covenant and agree as follows:

1. The Judges hereby recognize the Union pursuant to Chapter 303 (N.J. Employer-Employee Relations Act) to be the sole and exclusive representative of the Probation Officers, Senior Probation Officers, and Principal Probation Officers of the Middlesex County Probation Department to negotiate matters relating to salaries and working conditions for employees in the titles as fall within the purview of the Judges, pursuant to N.J. Statute 2A:168-5,7,8.

2. Effective January 1, 1972, each full time Probation Officer in classified service hired prior to January 1, 1971 will receive a salary adjustment of \$600.00 for the year 1972. Probation Officers hired after January 1, 1971 and before December 31, 1971 will receive a pro rata share of the \$600.00 increment based upon their anniversary date.

2A. The minimum and maximum salaries will be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$ 8,400.00	\$11,985.00
Senior Probation Officer	9,800.00	13,870.00
Prin. Probation Officer II	10,980.00	15,610.00
Prin. Probation Officer I	12,562.00	17,867.00

Any Probation Officer hired in the year 1972 at a starting salary of \$8,400.00, after he has satisfactorily completed his probationary period of ninety (90) days will receive an

increase of \$200.00.

B. During the period this contract is in effect, any Officer promoted to a higher position shall receive the following annual increment:

From Probation Officer to Senior Probation Officer - \$678.00.

From Senior Probation Officer to Principal Probation Officer II - \$771.00.

From Principal Probation Officer II to Principal Probation Officer I - \$884.00.

C. All officers having a Masters or Doctor's Degree in Sociology, Criminology, Psychology, Public Administration and/or Social Science, Social Work, Correctional, Guidance and Counseling from a fully accredited college or university shall receive an annual stipend of \$250.00 which shall be added to their base salary and paid pro rata during the year.

4. All Officers in Paragraph One above who are required to remain on duty during the supper hour shall receive a meal allowance of \$3.30 for each such duty assignment. Supper hour shall be deemed to commence no earlier than 5:30 P.M.

5. Each Officer in Paragraph One above who is required to use his personal automobile in the performance of his official duties shall receive twelve (12) cents per mile during the time the car is used for this purpose. Also he shall receive the sum of \$20.00 annually to help defray the cost of additional insurance premiums required for the use of said vehicle for business purposes. The proof of such insurance shall be documented.

6. The Departmental Bulletin Board shall be made available to the Union for the posting of announcements, notices, etc., subject to the reasonable control of the Chief Probation Officer.

7. It is further agreed that the Chief Probation Officer, as the representative of the Judges, and representatives of the Union, shall meet occasionally upon request of either party to discuss matters of general interest or concern that do not necessarily involve a grievance or complaint.

8. In case an Officer receives a provisional appointment by the Judges to serve for an extended or indefinite period in a position higher than his permanent Civil Service rank, he shall be entitled to and receive the established salary as shown in the schedule of increases in Section 3B of this agreement during the periods such appointment is in effect.

9. The Union Shall furnish to the Chief Probation Officer the names of three Probation Officers who are designated as Union Stewards for the purpose of handling grievances. One Officer shall be the primary representative with two acting as assistants and/or substitute representatives. The Stewards may call upon other bona fide representatives of the Union, who are not employees of the Probation Department for assistance if unable to resolve the problem on their own.

10. A complaint or grievance of any officer in the above titles, related to conditions of work, if not otherwise provided for in law, rule or regulation, shall be settled in the following manner:

Step 1. Any complaint or grievance of a probation officer that cannot be resolved informally at the supervisory level within five (5) working days shall proceed to a formal determination.

Step 2. The complaint or grievance shall be put in writing, signed by the aggrieved officer and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. By mutual consent the time limit in this step can be extended.

Step 3. If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer and wishes to pursue the matter further, he may request the grievance be submitted to the Court Administrator who shall hear the grievance and make recommendations for its resolution within an additional five (5) working days. This time limit may also be extended by mutual consent.

Step 4. If the recommendations of the Court Administrator do not satisfactorily resolve the problem, the aggrieved officer may select one of the following two options for a final determination of the grievance.

- a. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency or;
- b. He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative who is not an employee of the courts to hear and make recommendations for disposition.

In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member(s) of the Union designated to represent him pursuant to this agreement.

Nothing contained in the above procedure restricts or limits an employee's right to appeal to the Civil Service Commission and Public Employment Relations Commission under the laws and rules governing the operation of that agency. However, if an employee chooses to use the grievance procedure established by the judiciary for resolving a problem, he is thereby precluded from having the matter adjudicated by any other person or agency. Such option shall be exercised at Step #3 before an appeal is taken to the County Court Judges. It is agreed that in case of a complaint against the Chief Probation Officer, the Judges shall designate an impartial outsider to hear and make recommendations for disposition.

11. LONGEVITY: An employee's longevity shall be determined as per Resolution of March 18th, 1971 as adopted and amended by the Middlesex County Board of Freeholders, a copy of which is attached hereto as Appendix A.

12. HOLIDAYS: All employees in the Union shall be granted holidays as established by law, and as may be further ordered by the Chief Justice of the Supreme Court in accordance with Court Rule 1:30-3(d).

13. VACATIONS: Vacations of Probation Officers shall be provided for in accordance with applicable Civil Service laws and Court Rule 1:30-5 (b). For the purpose of implementing the provision, the following annual leave benefits as adopted by the Middlesex County Board of Freeholders shall be applied to Probation Officers:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION LEAVE</u>
Less than one year	One working day for each month service.
One to nine years	Twelve working days during each year of service.
Ten to Nineteen years	Sixteen working days during each year of service.
Twenty years or more	Twenty working days during each year of service.

The principle of seniority shall govern in the selection and scheduling of vacation periods provided that adherence to such practice does not disrupt the normal operations of the Probation Department.

ACCUMULATION OF SERVICE: Vacation leave days may accumulate from year to year, but no one shall be permitted to accumulate more than thirty (30) days of unused vacation.

In any instance where an employee is absent from work in case of illness and has exhausted his available sick leave, he may request that any vacation leave which he has be converted to sick leave. The employer agrees to convert such vacation leave to sick leave upon request.

14. LEAVES OF ABSENCE: Under the following conditions and in accordance with all applicable laws and Civil Service rules, leaves with pay shall be provided to probation officers -

A. When summoned or invited to appear as a witness before a legislative committee as an employee or officer of the Probation Department.

B. To participate in approved in-service training programs.

C. When summoned or invited to appear before a judicial or quasi-judicial body, such as the Civil Service Commission, the State Retirement Board or other similar bodies.

D. When required to meet Union representatives on official business, provided such time is reasonable, is controlled by the Chief Probation Officer or a designated subordinate and does not interfere with the officer's normal duties and functions.

E. Two of the Probation Officers to be designated as a Union Representative in accordance with Section 9 of this contract, may attend his organization's national and state meetings provided such time off is not in excess of the five days in any calendar year for each so designated as authorized by N.J.S. - 38:23-2, is reasonable and does not interfere with the officer's official duties and functions.

15. PERSONAL DAYS: Each employee shall be entitled to three (3) personal days with pay to be taken during the year at the employee's discretion. Prior notification shall be given to the supervisor to permit the normal functions of the Probation Department. Personal days shall not be carried over to the subsequent year.

16. LEAVES WITHOUT PAY: Under the following conditions and in accordance with all applicable laws of and Civil Service rules, leaves without pay shall be provided to probation officers -

A. For purpose of further education in a related field up to a maximum of one year as authorized by Civil Service rule and when approved by the Chief Probation Officer.

B. For periods of illness beyond an employee's sick leave and vacation days as authorized by Civil Service laws and rules in accordance with the rules laid down for other county employees by the Middlesex County Board of Freeholders.

17. SICK LEAVE: Benefits shall be provided for probation officers in accordance with all applicable Civil Service rules and laws, rules of Court, and judicial policy. For purposes of implementing this provision; officers shall be granted with the same sick leave benefits as are provided to other county employees under the Board of Chosen Freeholders.

18. RESTORATION OF CLASSIFICATION: All employees returning from any authorized leave of absence will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, employee's rights, privileges or benefits.

19. All employee's work schedules shall provide for a fifteen (15) minute break during each one-half day. A break shall be scheduled at the middle of each one-half work day whenever this is feasible, providing it does not interfere with the normal functions of the Probation Department.

20. The principle of merit and fitness and applicable Civil Service rules shall apply in all matters relating to promotions and transfers within the probation service. In matters not regulated by statute or Civil Service rule, or governed by the principle of merit and fitness, the principle of seniority shall be one of the factors considered in decisions to be made that effect the welfare of employees.

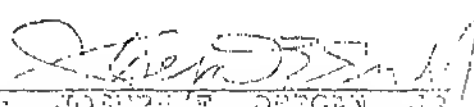
21. In addition to the provisions heretofore mentioned in this contract, all rights, benefits, and matters of custom now granted by the New Jersey Civil Service Commission shall remain in effect.

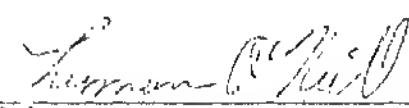
22. This Agreement is specifically made retroactive to January 1, 1972, and shall be continued in effect to December 31, 1972. However, a party may re-open this agreement for purposes of renegotiating by giving written notice to the other party at least 60 and not more than 90 days prior to December 31, 1972. Should any provisions of this contract be found in violation of any rule having the force and effect of law, all other provisions of this contract shall remain in effect for the duration of the agreement. The parties agree to negotiate a substitute for any invalidated provision provided such a substitute is both possible and feasible.

set their hands and seals this 10th day of November, 1972.

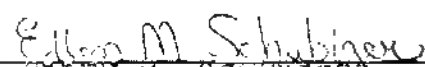
JUDGES OF MIDDLESEX COUNTY
COURTS

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL #73,
LOCAL #2290.



BY: JOSEPH F. DEEGAN, JR.
LIAISON

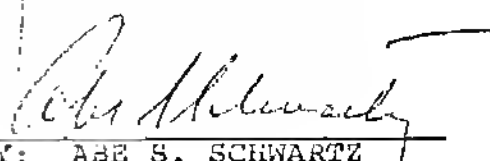

BY: LYMAN O'NEILL, President


BY: THEODORE APPLEBY


BY: ELLEN M. SCHUBIGER, Secretary


BY: JOHN E. BACHMAN


BY: JOHN B. MOLINEUX


BY: ABE S. SCHWARTZ


BY: DUBOIS S. THOMPSON